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OCT 6, 2000

REC'D T.J.  
REGULATORY AUTH.  
OCT 10 AM 8 36  
EXECUTIVE SECRETARY

Mr. Joe Shirley  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505

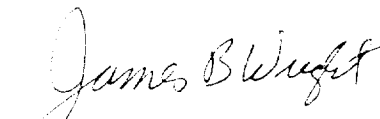
RE: Docket No. 00-00766  
UTSE CMRS contract with NPCR

Dear Mr. Shirley:

Per our conversation, enclosed for filing in the above case are an original and thirteen copies of revised pages 4 and 15 of the CMRS agreement between United Telephone-Southeast, Inc. and NCPR, Inc. d/b/a/ Nextel Partners. The only changes made to these two pages were to correct the dates appearing in the first paragraph on page 4 and to correct the section reference on page 15 to refer to Section 5.

If you have any questions, please contact me or Laura Sykora at 919-554-7323.

Very truly yours,

  
James B. Wright

jbw  
Enclosures

cc: Laura Sykora  
Kaye Odum  
Mike Buckmaster

POSTED  
10-11-00

- provided and performance standards agreed to under this Agreement. Within the above-described 30-day period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. Audited Party agrees to provide Audit support, including appropriate access to and use of Audited Party's facilities (e.g., conference rooms, telephones, copying machines).
- 5.3. Each Party shall bear its own expenses in connection with the conduct of the Audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit will be paid for by the Requesting Party. For purposes of this Section 5.3, a "special data extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited Party for reuse for any subsequent Audit.
- 5.4. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. One and one-half percent (1.5 %) or the highest interest rate allowable by law for commercial transactions, whichever is lower, shall be assessed and shall be computed by compounding monthly from the time of the error or omission to the day of payment or credit.
- 5.5. Neither the right to audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless a statement expressly waiving such right appears in writing, is signed by an authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.
- 5.6. This Section 5 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

## 6. **INTELLECTUAL PROPERTY RIGHTS**

- 6.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied

*United Telephone-Southeast, Inc/Nextel Partners  
CMRS Agreement/Tennessee  
Effective Date: April 1, 2000*

## INTERCONNECTION AGREEMENT

This Interconnection Agreement (the "Agreement"), is entered into by and between NPCR, Inc. (Nextel Partners), a Delaware Corporation, and United Telephone-Southeast, Inc ("Sprint"), hereinafter collectively, "the Parties", entered into and effective this 1st day of April, 2000 ("Effective Date") with an End Date of March 31, 2001.

**WHEREAS**, the Parties wish to interconnect their networks for the transmission and termination of Local Traffic (as defined herein) between Sprint and Carrier; and

**WHEREAS**, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Tennessee Regulatory Authority.

**WHEREAS**, the parties wish to replace any and all other prior interconnection agreements, both written and oral, applicable to the state of Tennessee.

Now, therefore, in consideration of the terms and conditions contained herein, Carrier and Sprint hereby mutually agree as follows:

### PART A – DEFINITIONS

#### 1. DEFINED TERMS.

- 1.1. Certain terms used in this Agreement shall have the meanings as otherwise defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement which are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2. "Act" means the Communications Act of 1934, as amended.
- 1.3. "Affiliate" is as defined in the Act.
- 1.4. "Ancillary Traffic" means all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:

*United Telephone-Southeast, Inc/Nextel Partners  
CMRS Agreement/Tennessee  
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